PART II – TERMS AND CONDITIONS

1. AVAILABILITY OF FUNDS

Payments pursuant to this contract are to be made only from monies made available to the Oklahoma Department of Commerce (ODOC) for weatherization activities by the source identified in Part I. Notwithstanding any other provisions, payments to the Subrecipient by ODOC are subject to the availability of such funds to ODOC, as determined by Federal and/or State action and/or law. ODOC may take any action necessary in accordance with such determination.

2. <u>MODIFICATION</u>

- A. This contract is subject to such modification as may be required by Federal or State law or regulations, or to meet the program's requirements as determined by ODOC. Any such modification may be done unilaterally by ODOC. This includes the addition of Special Conditions.
- B. Except as otherwise provided in this contract, the work, and services to be performed and the total contract amount may be modified only upon following the process required by ODOC in accessing the OKGrants system.
- C. Revisions to the contract and the approved budget, which is a part of this contract, must follow the process required by ODOC in accessing the OKGrants system.
- D. A waiver by ODOC of any provision of this contract must follow the process required by ODOC in accessing the OKGrants.

3. ODOC

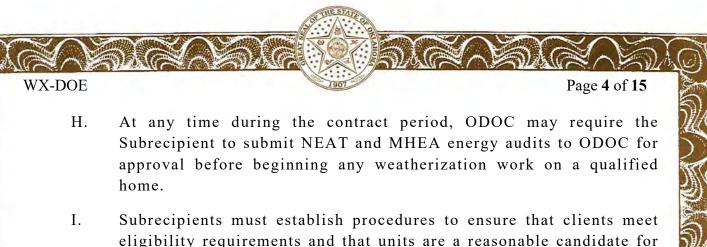
- A. ODOC will provide funding for the program up to the total contract amount.
- B. ODOC will perform monitoring and evaluation activities to assess the Subrecipient's financial and programmatic compliance and progress.
- C. ODOC has performed a risk assessment of the Subrecipient in accordance with federal guidelines. Associated requirements may be required, based on the result of the risk assessment, and could be included as Special Conditions to this contract.

4. <u>SUBRECIPIENT</u>

A. The Subrecipient agrees to perform those duties, obligations and representations contained in its application and to be bound by the provisions of its application and all amendments thereto which were submitted to and accepted by ODOC in contemplation of this contract, said application being incorporated herein and made a part hereof by

WX-DOE reference. Any conflict between said application and the provisions of this contract shall be controlled by Part II of this contract. В. Subrecipient shall perform all activities under this contract in accordance with: The most current ODOC Weatherization Program Operations (1) Manual for Subrecipients and the DHS guidelines outlined therein. The most current manual is available on ODOC's website here: https://www.okcommerce.gov/communitydevelopment/community-action-agencies/weatherizationassistance-program-wap/ All current ODOC Weatherization Program Notices found on (2) ODOC's website, as referenced in B (1) above. (3) All units weatherized shall be weatherized in compliance with NEAT/MHEA procedures and standards within ODOC's Policies and Procedures for Energy Audits. The most recent copy is always found here: https://www.okcommerce.gov/communitydevelopment/community-action-agencies/weatherizationassistance-program-wap/ (4) ODOC's current DOE approved Field Guides. The most current copy(ies) can always be found here: https://www.okcommerce.gov/communitydevelopment/community-action-agencies/weatherizationassistance-program-wap/ (5) Subrecipient's Weatherization Management Plan and Budget, as approved by ODOC; The Subrecipient is required to weatherize at least the projected number of dwelling units stated in its current approved Management plan Management Plan revisions may be requested via a contract modification request in OKGrants, but not after February 28 (or 29 if a leap year). (b) No production should be planned at the time of application in the last month of the contract period (March 2023), except in rare situations and with ODOC approval in advance. (6) Subrecipients shall follow the Programmatic Agreement Among the United State Department of Energy, and Oklahoma Department of Commerce, and The Oklahoma State Historic Preservation Office Regarding the EECBG, SEP, and WAP Undertakings, effective March 13, 2013 - December 31, 2020, and extended through December 31, 2030. C. Any subcontractors procured by the Subrecipient to perform any weatherization work or services must be properly trained, licensed, and/or certified as per the most current DOE approved Training Plan and Requirement, in the most current Weatherization Program Operations Manual. D. In no event will any subcontractor incur obligation on the part of ODOC.

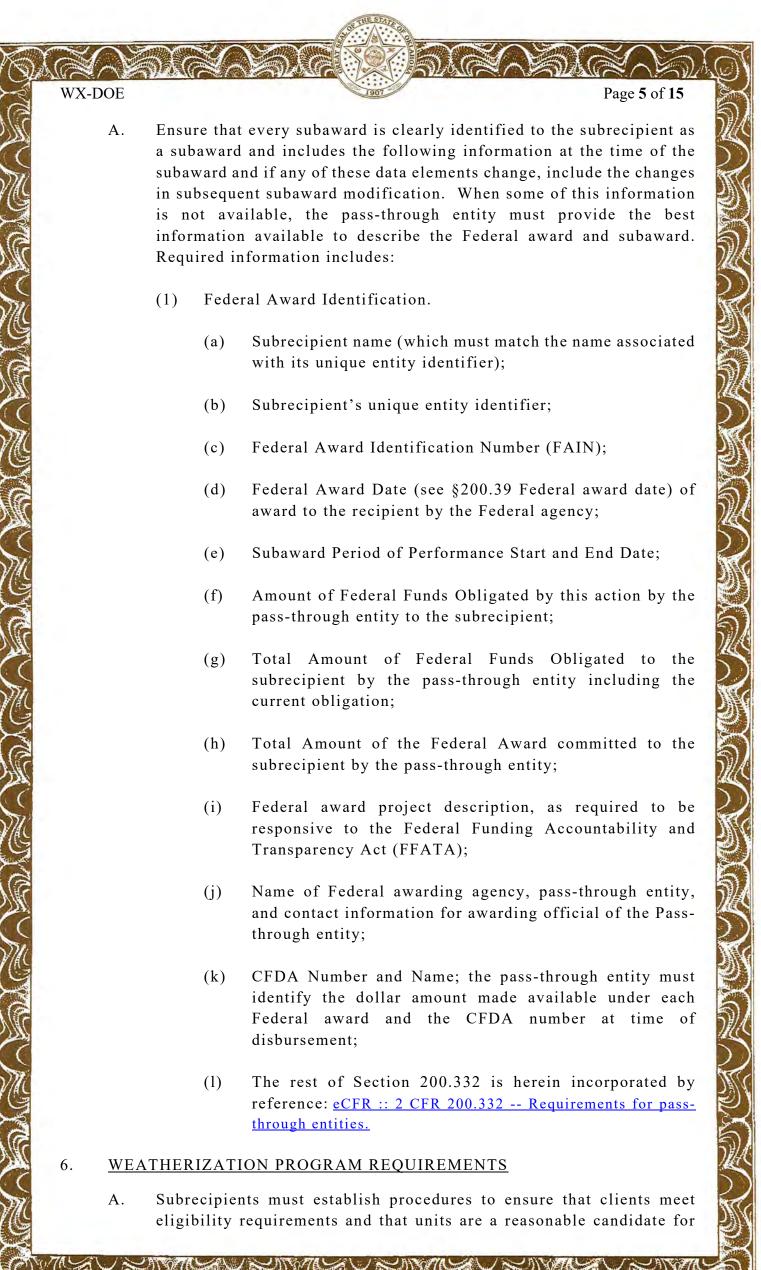
WX-DOE E. The Subrecipient will provide the necessary personnel, facilities, supplies, equipment and/or related sources and skills to accomplish the program described herein in accordance with the terms and conditions of this contract. All the work and services required shall be performed by the Subrecipient or under the Subrecipient's supervision and all personnel engaged therein must be fully qualified and authorized under State and local law to perform such work and services. F. Subrecipient performance shall be evaluated by the following: (1) Productivity will be monitored monthly and on a quarterly basis (Program Narrative and Quarterly Report). In any given month evaluation of desk monitoring activities, which includes the review and expenditure reports and program narratives, ODOC may implement corrective action or require training and technical assistance of the subrecipient. Corrective action will be initiated by a Subrecipient missing the approved Production Schedule and Management Plan. (b) If in 30 days, the Subrecipient has not accomplished the recommended plan of action, ODOC will recommend a probationary period. Probationary Period: During the probationary period (length to (2) be determined by ODOC and dependent upon need), the Subrecipient must submit in writing to ODOC the following: What the problem(s) continue to be? (a) (b) What has been done to correct the problem(s)? (c) The number of units completed to date, and the number remaining to be completed. (d) Description of the Subrecipient's plan of action to correct the problems, including a timeline for each activity. (e) A list of identified training and/or technical assistance needs. (f) A revised management plan and/or budget (if required). At the end of probation, if all corrective actions have been accomplished and the production schedule is being met, no further action will be required. ODOC will continue to evaluate through the desk monitoring process. If at the end of probation, more corrective actions are needed, ODOC could decide to de-obligate funding and at ODOC's discretion redistribute that money among other subrecipients. G. Upon notification of meetings or training sessions (virtual or inperson) scheduled by ODOC, the Subrecipient shall ensure the attendance of any person performing services under this contract whose presence is requested.

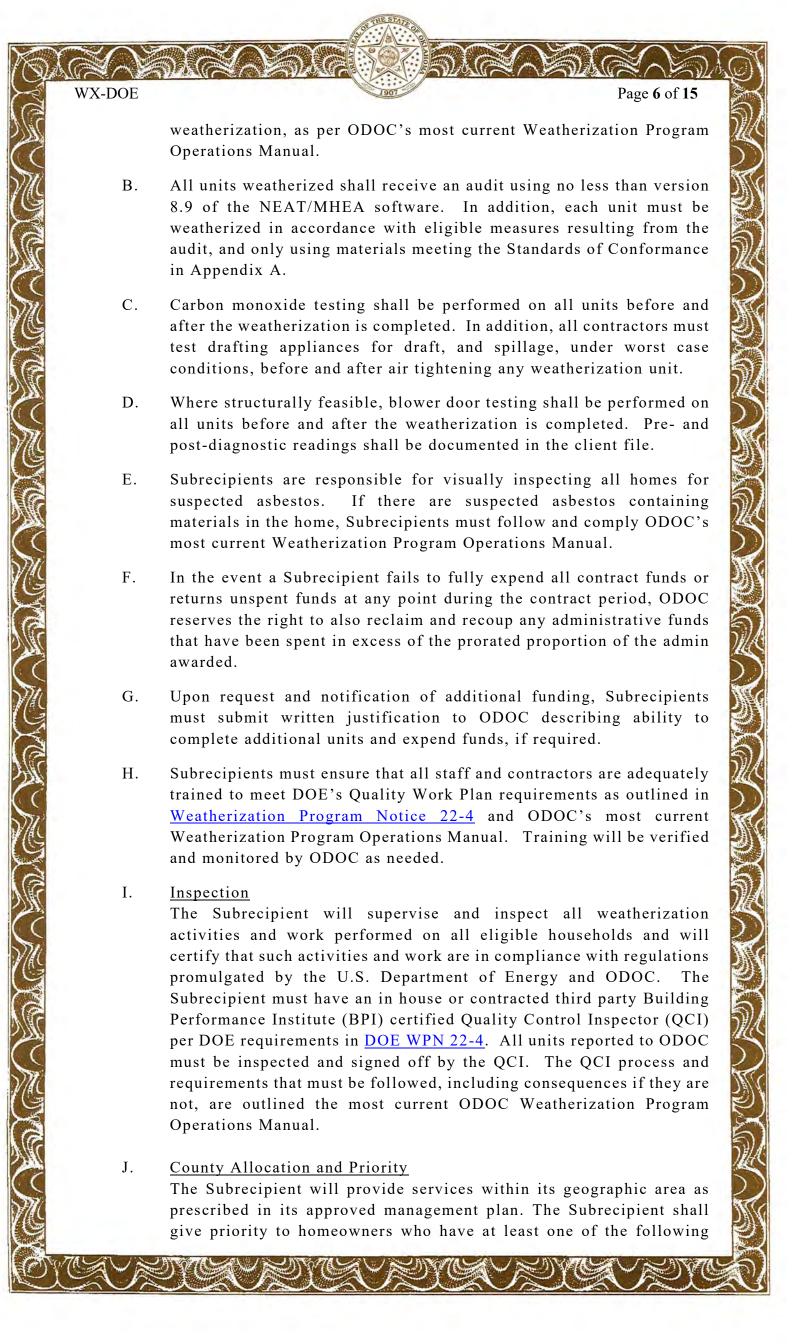


- I. Subrecipients must establish procedures to ensure that clients meet eligibility requirements and that units are a reasonable candidate for weatherization, as per the ODOC Weatherization Program Operations Manual.
- J. In the event a Subrecipient fails to fully expend all contract funds or returns unspent funds at any point during the contract period, ODOC reserves the right to also reclaim and recoup any administrative funds that have been spent in excess of the prorated proportion of the admin awarded.
- K. Any person or entity adversely affected by an act or decision by Oklahoma Department of Commerce is entitled to an individual hearing and shall file a Petition for Hearing before the Oklahoma Department of Commerce, 900 North Stiles Avenue, Oklahoma City, Oklahoma, 73104-3234 Attention: General Counsel. This petition must be filed on the appropriate form as detailed in the Administrative Rules and must be received by the Department within thirty days of the adverse action. The rules governing this process and all related filings can be found at Okla. Admin. Code §150:1 et. seq. These rules can also be located at the website for the Office of Administrative Rules as well as the Oklahoma Department of Commerce. Failure to follow these rules and to timely file the Petition for Hearing may cause your petition to be dismissed by the Department.
- L. Concurrent with quarterly progress report review, ODOC will also review each Subrecipient's year to date Average Cost Per Unit (Program Support plus Materials divided by the number of completed units). If, at the end of the second quarter of the Program Year, the Average Cost Per Unit exceeds the current Program Year's threshold (found in the Community Action Agency Implementation Manual), and the Subrecipient does not have prior written, explicit ODOC permission to exceed the Average Cost Per Unit, the Subrecipient will be placed immediately on reimbursement only. Reimbursement will only be authorized so long as homes are being completed as per the management plan. ODOC may also require the Subrecipient to submit a corrective action plan if there is less than 75 percent of planned production completed. At the end of the Program Year, if ODOC determines that the Subrecipient has exceeded the Average Cost Per Unit without prior written, explicit ODOC permission to do so, the Subrecipient may be required to pay back all program funds until the ACPU is below the required threshold.

5. <u>2 CFR 200.331</u>

Pursuant to 2 CFR 200.331 – All pass-through entities must:





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members residing in the home: an elder (60 years of age or older), someone who is blind or disabled, and any children under the age of five.

- K. Subrecipients must upload a Training Plan for all crew and contractors (if applicable) in OKGrants as part of their application. A final Training Report, to include a list of all training received during the Program Year, must be submitted with contract closeout.
- L. Subrecipients must be an Environmental Protection Agency (EPA) certified firm in accordance with the EPA Renovation, Repair and Paint (RRP) rule. In Oklahoma, the EPA authorizes the Oklahoma Department of Environmental Quality (OK DEQ) to administer the state's RRP program. Subrecipients must also comply with all requirements for Certified Renovators per Department of Energy and OK DEQ (and subsequently U.S. EPA) requirements.

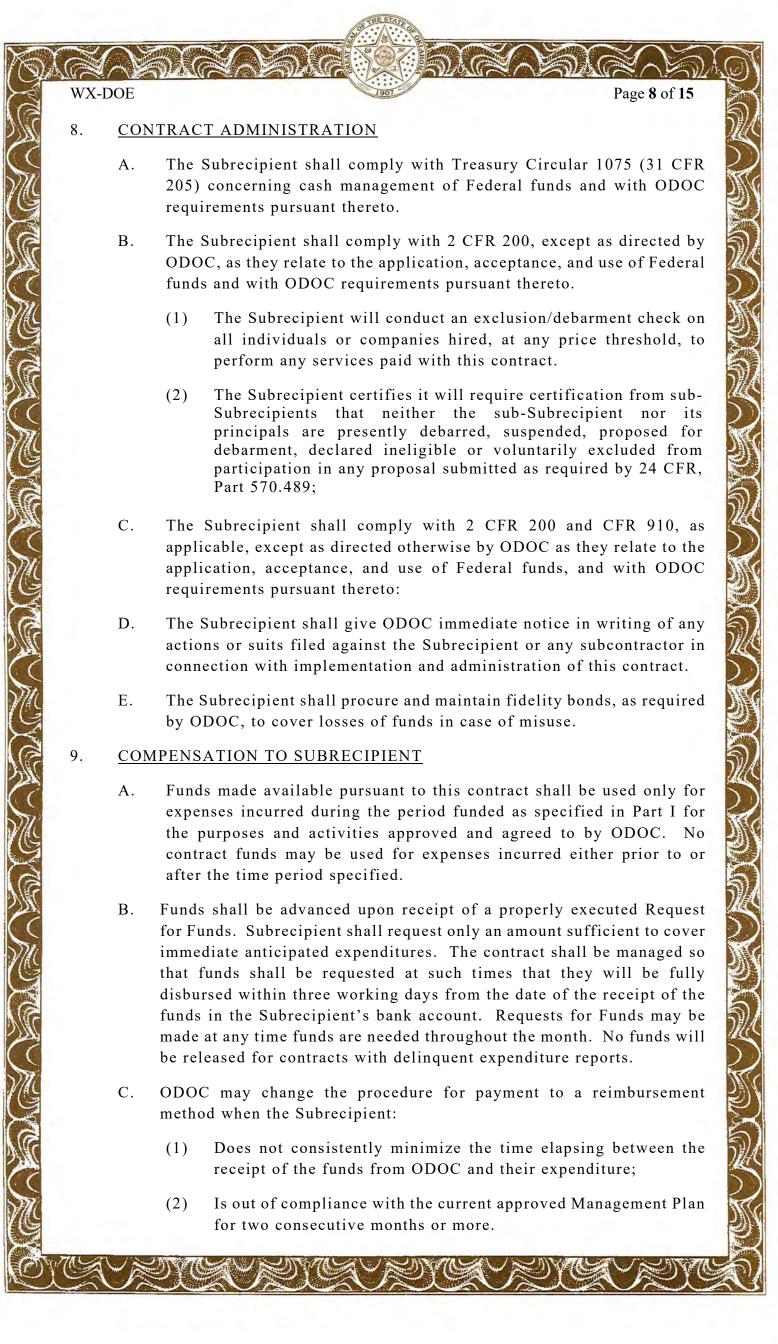
M Quality of Work

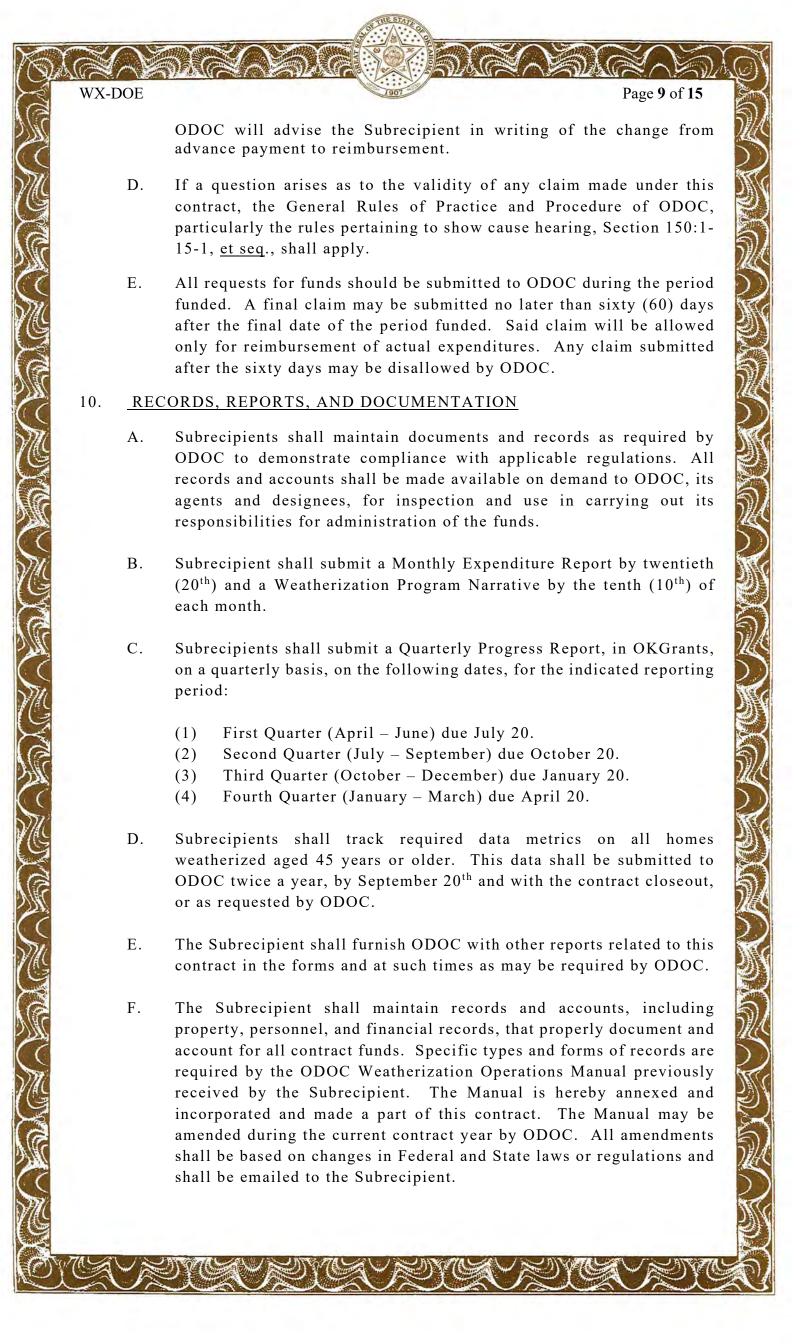
The Subrecipient must meet DOE standards in regards to quality of work in all weatherization installations, as outlined in Weatherization Program Notice 22-4, Section 2. These expectations are, at a minimum, to meet or exceed the standards set forth in the National Renewal Energy Laboratory Standard Work Specifications for Home Energy Upgrades (SWS), available at https://sws.nrel.gov/, unless DOE has granted ODOC a variance request. In addition, Contractors are required to include this language in all Agreements, MOU's, or contracts entered into with weatherization vendors or subcontractors. The vendor and/or subcontractor will be required to provide a signature on the contract documents with the Subrecipient to verify the expectations for quality of work are understood.

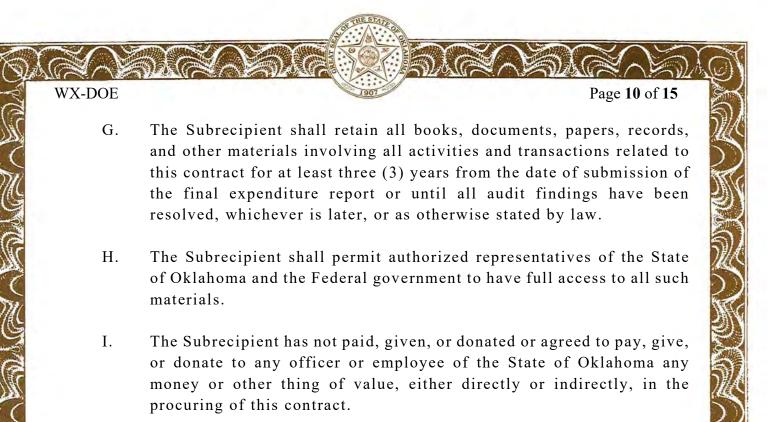
- N. The Subrecipient will comply with the requirements of the Department of Energy Weatherization Program Notice 22-7 Weatherization Health and Safety Guidance or newer guidance if available.
 - (1) Hazardous Waste Materials generated during the course of weatherization work shall be disposed of according to all local laws, regulations and/or Federal guidelines, as applicable, and as per Requirement 31 in the Weatherization Program Operations Manual.
- O. The State will require that all bid specifications for material purchased comply with the CFR 440 Appendix A, Standards for Conformance. ODOC will randomly check material inventories for compliance with regulations.

7. <u>EMPLOYEE BENFITS</u>

The Subrecipient has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security tax, State and Federal income tax withholding, and any other deductions required by law for its employees.







11. CLOSING OUT OF PERIOD FUNDED

- A. Subrecipient shall promptly return to ODOC any funds received under this contract that are not obligated as of the final date of the period funded. Funds shall be considered obligated only if goods and services have been received as of the final date of the period funded; however, funds may be accrued at the end of the contract or audit period for post-contract audit expenditures applicable to previous months of this contract.
- B. The Subrecipient shall submit a closeout certification form in accordance with the ODOC Weatherization Program Operations Manual no later than sixty (60) days after the final date of the period funded in the OKGrants system.
- C. When total actual expenditures are less than the contract amount, the contract will be automatically de-obligated to the actual expenditures as shown on the closeout certification form.

12. <u>AUDITING</u>, <u>DISALLOWED COSTS</u>

- A. The Subrecipient shall comply with ODOC's Audit Policies and Audit Procedures, which are incorporated herein and made a part hereof.
- B. The Subrecipient may pay the costs of auditing this contract as an expense of this contract.
- C. If audit findings result in the determination that the Subrecipient has expended contract funds on unallowable costs, the Subrecipient shall reimburse ODOC in full for all such costs.

13. PROCUREMENT

Procurement, management, and disposition of personal property acquired with contract funds shall be governed by ODOC policies, which embody the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et seq., in accordance with 2 CFR 200, Subpart 318 through 326.



14. TRAVEL AND PER DIEM

All payments for travel-related costs, including per diem and authorized use of privately owned motor vehicles shall be made in accordance with prevailing state guidance regarding travel reimbursement amounts and procedures for use in determining the standard mileage rate allowed for a business expense deduction.

15. PROGRAM INCOME

The Subrecipient shall account to ODOC for all program income resulting from this contract. Disposition of program income will be determined by ODOC.

16. <u>CERTIFICATION BY SUBRECIPIENT</u>

- A. The Subrecipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all Federal, State, and local statutes, regulations, and other legal authority, including ODOC policies and procedures that affect the use of said monies. The Subrecipient recognizes that it is responsible for assuring financial and programmatic compliance by its subcontractors.
- B. The Subrecipient specifically certifies and assures:

(1) Equal Opportunity

No person shall, on the ground of race, color, national origin, or sex, or on the ground of any other factor specified in any Federal Law prohibiting discrimination, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program, project or activity supported in whole or in part with financial assistance under the Weatherization Assistance Act 42 USC § 6870. Other applicable Federal laws include those that prohibit discrimination on the basis of age (the Age Discrimination Act of 1975, 42 USC § 6101, et seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC § 794).

(2) Appeals

The Subrecipient has access to and will follow procedures which have been designed to guarantee:

- (a) Equal access to program services and resources; and
- (b) Resolution of grievances by persons seeking services through rights of appeal.

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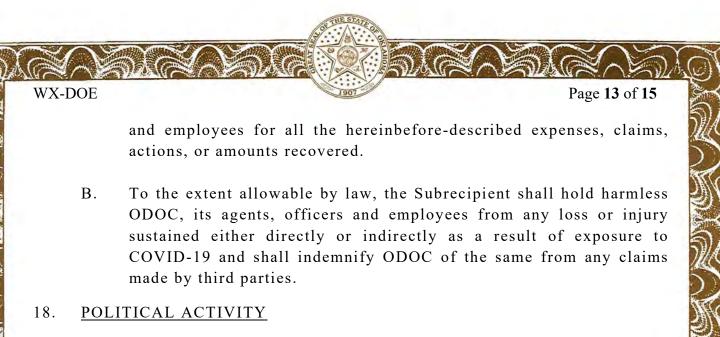
(3) <u>Linkages</u>

The Subrecipient will establish linkages with other appropriate Federal and State agencies and/or other providers of community-related and human resource services.

- (4) The Subrecipient certifies that it is in compliance with the Status Verification System Registration 25 O.S. § 1313(B). After July 1, 2008, no public employer shall enter into a contract for the physical performance of services within this state unless the Contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees.
- (5) To the maximum extent practicable, the use of weatherization assistance shall be coordinated with other Federal, State, and local or privately funded programs, especially the Community Services Block Grant Program, in order to improve energy efficiency and to conserve energy.
- (6) Funds provided by this contract shall be used to supplement, not supplant, existing State or local funds available to the Subrecipient for the same purposes as this contract.
- (7) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

17, HOLD HARMLESS CLAUSE

A. Subrecipient shall, within limitations placed on such entities by State law, save harmless the State of Oklahoma, its agents, officers and employees from all claims and actions and all expenses defending same that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by Subrecipient. Subrecipient shall, within limitations placed on such entities by State law, save harmless the state of Oklahoma, its agents, officers and employees from any claim or amount recovered as a result of infringement of patent, trademark, or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any subcontractor or any agent for Subrecipient, Subrecipient will specify that such subcontractors or agents shall hold harmless the State of Oklahoma, its agents, officers,



- A. All employees of the Subrecipient shall observe the limitations on political activities to which they may be subject under the Hatch Act 5 USC §§1501, et seq., 18 USC §595.
- B. No contract funds may be used for any political activity or to further the election or defeat of any candidate for public office.
- C. No contract funds may be used to provide voters or prospective voters with transportation to the polls or similar assistance in connection with an election or any voter registration activity in accordance with 42 USC §9904(c)(7).
- D. No portion of the contract funds may be used for lobbying activities.

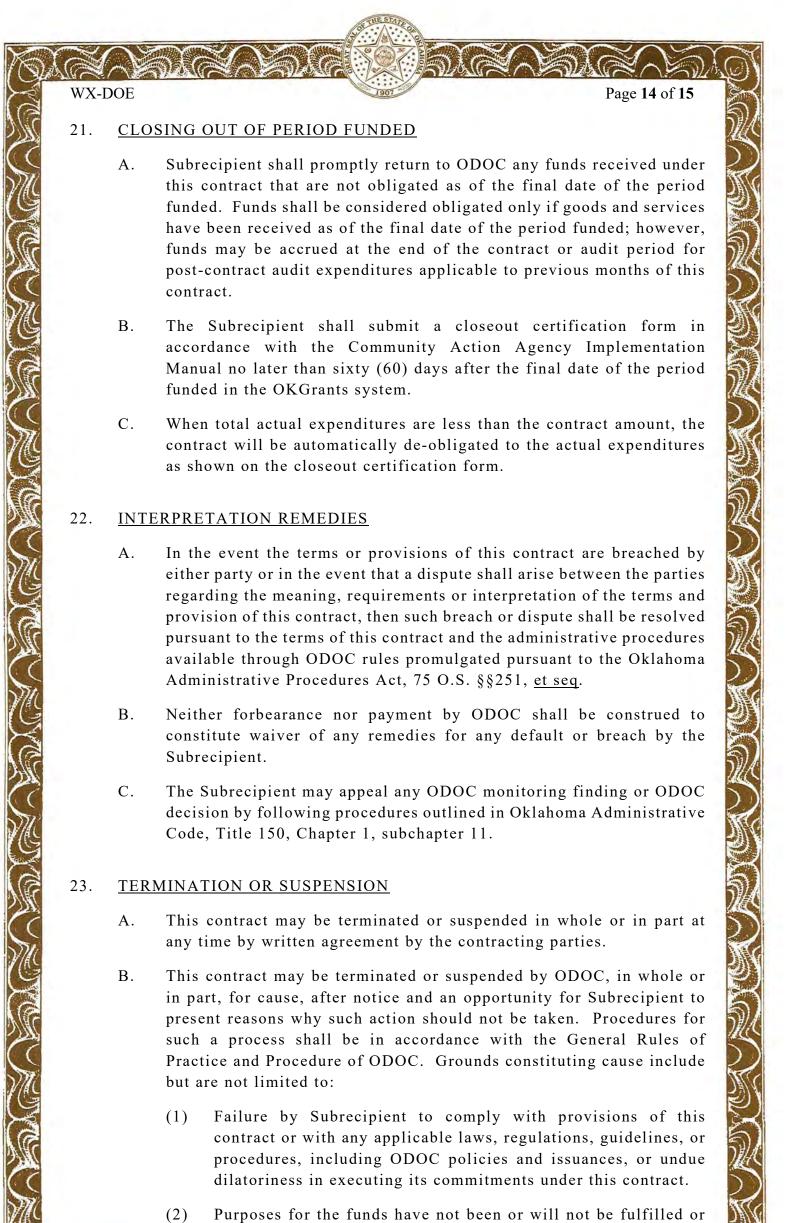
19. NO-CONFLICT COVENANTS

- A. No members or employees of any governing board of the Subrecipient and no employees of the Subrecipient shall accept any form of gratuity nor have any interest, financial or otherwise, or engage in any business transaction or activity of any nature which is in conflict with the proper discharge of their duties.
- B. The Subrecipient shall establish safeguards to prohibit employees from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

20. PUBLICATIONS AND OTHER MATERIALS

- A. No material produced in whole or in part under this contract shall be subject to copyright in the United States or any other country. ODOC shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.
- B. Any publication or other material produced as a result of this contract shall include in a prominent location near its beginning the following statement:

This (type of material) was financed in whole or in part by funds (from source in Part I) as administered by the Oklahoma Department of Commerce



would be illegal to carry out.

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(3) Submission by Subrecipient of incorrect or incomplete

- documentation pertaining to this contract.
- (4) Undue dilatoriness by Subrecipient in executing its commitments under a prior contract with ODOC, including, but not limited to submission of any audits due, resolution of audit findings and monitoring results.
- C. If this contract is terminated or suspended, the Subrecipient shall be entitled to payment and/or reimbursement for otherwise valid and allowable obligations and reasonable and necessary expenses incurred in good faith prior to notice of such termination or suspension.
- D. The Subrecipient shall not be relieved of liability to ODOC for damages sustained by ODOC by virtue of any breach of this contract by the Subrecipient. ODOC may withhold payments due under this contract pending resolution of the damages.

24. <u>SEVERABILITY CLAUSE</u>

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.